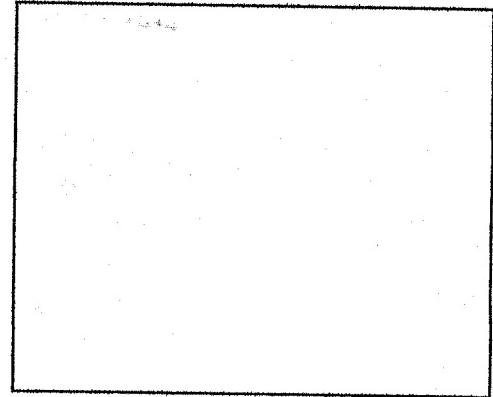


U.S. BANKRUPTCY COURT
FILED

2012 NOV 29 P 4:31

S.D.N.Y.

Bill A. Fuchs, In Pro Se
7101 Plank Avenue
El Cerrito, CA 94530
Tel: (925) 285-2490
Email: billfuchs@comcast.net



**UNITED STATES DISTRICT COURT
OF THE SOUTHERN DISTRICT OF NEW YORK**

The Bill A. Fuchs Family Trust and Bill A.
Fuchs as the Trustee,

Plaintiff,

vs.

Residential Capital, GMAC Mortgage, LLC

Defendants.

CASE NO.12-12020(MG) CHAPTER 11

**In support of the CLAIM FOR ALL DAMAGES AGAINST DEFENDANTS FOR
SALE OF PROPERTY KNOWN AS: 2951 ROUNDHILL ROAD, ALAMO,
CALIFORNIA, 94507**

I . Bill A. Fuchs, Trustee for the Plaintiffs Fuchs Family Trust, and former resident of
Property know as 2951 Roundhill Road, Alamo California 94507 referred to as the
"Property" throughout this Declaration declare as follows:

Claim of: Bill A. Fuchs Family Trust Against Residential Capital, GMAC Mortgage, LLC

Case No.: 12-12020 (MG)

I have personal knowledge of all the facts stated in this Claim, and if called to testify, I could and would testify competently thereto.

1. The lender GMAC Mortgage LLC has at all times acted in bad faith with respect to the loan it purchased from Mortgage IT sometime in 2009.
2. GMAC deliberately violated Plaintiff's Constitutional Rights under the First and Fourteenth Amendments of the Constitution of the United States, by not allowing Plaintiffs to redress grievances against the government of the County of Contra Costa California in the only possible way left available to Plaintiff's Trustee, after writing to every person in authority of the Court System of Contra Costa County and local and State Government. Essentially there is no accountability or any responsibility for actions taken by this court. Plaintiff's Trustee took the only action left available to Plaintiffs by refusing to fund a corrupt, extortive and incompetent county court system by refusing to pay property taxes based upon moral grounds. GMAC violated the first and 14th Amendment rights of Plaintiff by paying property taxes even after Plaintiff's Trustee explicitly requested in advance of property taxes being due that GMAC should not pay property taxes to the County Tax Collector.
3. Furthermore GMAC charged Plaintiffs fees and penalties for violating Plaintiff's Constitutional Rights under the First and Fourteenth Amendments, making it impossible for Plaintiffs to pay monthly mortgage which had increased by nearly 400%.

Claim of: Bill A. Fuchs Family Trust Against Residential Capital, GMAC Mortgage, LLC
Case No.: 12-12020 (MG)

4. Plaintiff's Trustee informed GMAC that the mortgage would not be paid until GMAC removed the unwarranted excessive fees and penalties.

5. Plaintiff was notified by GMAC that they were in default of the terms of the loan agreement. Plaintiff reviewed the loan agreement in detail to discover it was GMAC who was in breach of contract and not complying with the terms and conditions of the loan agreement. Specifically as it relates to adjusting the mortgage interest rates according to a margin and index based upon LIBOR. GMAC repeatedly adjusted interest rates higher even as LIBOR rates declined. When Plaintiffs inquired about this process GMAC indicated it had no obligation to provide how it calculates interest rate adjustments. These are direct violations of RESPA and TILA laws.

6. Plaintiff attempted to negotiate a loan modification with GMAC. GMAC refused to modify loan terms and conditions yet repeatedly requested information from Plaintiff to process a loan modification which never occurred. GMAC was using this as a stalling tactic to prepare their Trustee ETS to steal the Fuchs Family home.

7. GMAC within six months of declaring Chapter 11 Bankruptcy sells the loan to HSBC Bank in violation of U.S. Bankruptcy laws. HSBC commences immediate foreclosure proceedings and never engages in loan modification discussions in violation of RESPA laws.

8. Plaintiff receives notice of "Trustee's Deed Upon Sale". Plaintiff contacts Contra Costa County Sheriff's Dept only to discover that they have no record of an auction taking place at the County Court on 28 November 2011. This makes Plaintiff suspicious of GMAC and its fraudulent practices of wrongful foreclosure.

9. Plaintiff's Trustee files a Fraud Complaint in U.S. District Court on 26 October 2012, case number: CS12-5528.

10. ResCap GMAC Mortgage, LLC, has caused an irreparable harm to Plaintiff's Trustee and his twelve year old son.

Plaintiffs hereby: PRESENT THIS CLAIM AGAINST DEFENDANTS FOR SALE OF THE PROPERTY KNOWN AS: 2951 ROUNDHILL ROAD, ALAMO, CALIFORNIA, 94507

WHEREFORE. I respectfully ask the court to grant this Claim, as well as such other relief as may be just and proper.

I declare under penalty of perjury that the foregoing is true and correct and this Declaration was executed on 29 November 2012.

DATE: 29 November 2012

Signature: Bill A

Address: 7101 Plank Avenue

Name: Bill Fuchs

City: El Cerrito, CA 94530

Phone: (925) 285-2490

Claim of: Bill A. Fuchs Family Trust Against Residential Capital, GMAC Mortgage, LLC

Case No.: 12-12020 (MG)

1 **CERTIFICATE OF SERVICE**

2 **Case name:** ResCap GMAC Mortgage, LLC, Bankruptcy filing
3 **Case number:** 12-12020(MG) CHAPTER 11

4 **What document was served?**

5 "CLAIM FOR ALL DAMAGES AGAINST DEFENDANTS FOR SALE OF PROPERTY
6 KNOWN AS: 2951 ROUNDHILL ROAD, ALAMO, CALIFORNIA, 94507"

7 **How was the document served? (Check one.)**

- 8 Placed in U. S. Priority Mail
9 Sent by fax
10 Hand-delivered
11 Sent by delivery service (e.g., FedEx or UPS)

12 **To whom was the document sent? (Write the full name, address, and fax number of everyone
13 who was sent the document. Usually, they will be the lawyers for the opposing parties.)**

14 United States Bankruptcy Court for the Southern District of New York

15 One Bowling Green Room 534

16 New York N Y 10004.

17 **When were the documents served? (When were they mailed, faxed, or delivered?)**

18 Date: Hand Delivered on 29 November 2012 at PM

19 **Who served the documents? (Who put it into the mail, faxed it, hand-delivered it, or sent it by
20 delivery service? That person should print his/her name and address and sign below.)**

21 Anthony Caridi

22 I declare under penalty of perjury under the laws of the United States of America that the
23 information in this certificate of service is true and correct.

24 Signature: Anthony Caridi

25 Printed name: Anthony Caridi

26 Address: Gotham Construction

27 599 11th Avenue

28 New York, NY 10036

U.S. BANKRUPTCY COURT
2012 NOV 29 PM 4:31
FILED
S.D.N.Y.